

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

NICHOLAS DOUGHERTY

Plaintiff,

v.

MANDARICH LAW GROUP, LLP

Defendant.

)
)
)
)
)
)
)
)
)

Jury Trial Demanded

No. _____

**COMPLAINT FOR VIOLATIONS
OF THE FAIR DEBT COLLECTION PRACTICES ACT**

NOW COMES Plaintiff Nicholas Dougherty by and through his attorneys at Klein, Daday, Aretos and O'Donoghue, LLC, and alleges as follows:

INTRODUCTION

1. This is a cause of action brought under the Fair Debt Collection Practices Act ("FDCPA"), 15 U.S.C. § 1692 *et seq.*, for the benefit of consumers who have been subjected to debt collection efforts by Mandarich Law Group, LLC ("Defendant").

2. By way of background, Congress enacted the FDCPA in 1977 to "eliminate abusive debt collection practices by debt collectors," 15 U.S.C. § 1692e, and in response to "abundant evidence of the use of abusive, deceptive, and unfair debt collection practices by many debt collectors," which Congress found to have contributed "to the number of personal bankruptcies, to marital instability, to the loss of jobs, and to invasions of individual privacy." 15 U.S.C. § 1692(a).

3. Today, over one-third of all debt collection complaints received by the Consumer Financial Protection Bureau ("CFPB") involve debt collectors' attempts to collect debts that consumers do not owe. *See* Consumer Financial Protection Bureau, *Fair Debt Collection Practices Act – CFPB Annual Report 2018*, at 15 (2018), <https://www.consumerfinance.gov/data-research/research-reports/fair-debt-collection->

practices-act-annual-report-2018/.

4. To address this problem, the FDCPA requires debt collectors to send customers a “validation notice” at the outset of the relationship containing certain prescribed disclosures about the consumers’ alleged debts and their rights with respect to those debts. 15 U.S.C. § 1692g(a).

5. A debt collector must send this notice “[w]ithin five days after the initial communication with a consumer in connection with the collection of any debt,” unless the required information was “contained in the initial communication or the consumer has paid the debt.” *Id.*

6. This validation requirement was a significant feature of the law that aimed to “eliminate the recurring problem of debt collections dunning the wrong person or attempting to collect debts which the consumer has already paid.” S. Rep. No. 95-382, at 4 (1977) reprinted in 1977 U.S.C.C.A.N 1695, 1698.

7. Pertinent here, the debt collector may not use any false, deceptive or misleading representation or means in collection of any debt. 15 U.S.C. § 1692e(2)(a). The false representation of the character, amount, or legal status of any debt is a violation of the 15 U.S.C. § 1692e(2)(a).

8. This case centers on Defendant’s false representation that the Plaintiff owed it debt in violation of 15 U.S.C. § 1692e(2)(a) as the debt had been previously investigated as being fraudulent charges and was ultimately forgiven by the Plaintiff’s creditor.

JURISIDCTION AND VENUE

9. This Court has jurisdiction pursuant to 15 U.S.C. § 1692k(d) and 28 U.S.C. § 1331.

10. Venue is proper before this Court pursuant to 28 U.S.C. § 1391(b), as the acts and transactions giving rise to Plaintiff’s action occurred in this district, and as Defendant

transacts business in this district.

PARTIES

11. Nicholas Dougherty (“Plaintiff”) is a natural person who at all relevant times resided in Cook County, Illinois.

12. Plaintiff was never obligated or allegedly obligated to pay a debt owed or due, or asserted to be owed or due, to the creditor Defendant.

13. Defendant is a LLP with offices throughout the country but in particular in Cook County, Illinois.

14. Defendant is an entity that at all relevant times was engaged, by use of the mails and telephone, in the business of attempting to collect the Debt from Plaintiff, as defined by 15 U.S.C. § 1692a(5).

15. Upon information and belief, at the time Defendant attempted to collect the Debt from Plaintiff, the Defendant treated the Debt as if it was in default from the time that Defendant acquired it for collection.

16. Defendant uses instrumentalities of interstate commerce or the mails in a business for the principal purpose of which is the collection of any debts, and/or to regularly collect or attempt to collect, directly or indirectly, debts owed or due, or asserted to be owed or due, another.

17. Defendant holds itself out as a debt collector. See Exhibit 1 – bottom of correspondence, dated July 24, 2020.

18. Defendant is a “debt collector” as defined by the FDCPA, 15 U.S.C. § 1692a(6).

FACTUAL ALLEGATIONS

19. A Visa credit card account with Pentagon Federal Credit Union (“PenFed”) with a card ending in 7609 was taken out in Plaintiff’s name without Plaintiff’s knowledge.

20. Plaintiff was a victim of identity fraud and fraudulent charges were added to the

PenFed credit card. Plaintiff advised PenFed and provided them with a signed affidavit of fraud and forgery. See Exhibit 2 – correspondence dated August 14, 2019.

21. PenFed conducted an investigation and found in favor of the Plaintiff and the case was closed. The amount fraudulently charged on the credit card in Plaintiff's name of \$11,069.74 was not his responsibility to pay and any reporting of this account was to be removed from Plaintiff's credit bureaus. See Exhibit 2.

22. On September 30, 2019, PenFed sold a portfolio of debt that contained the Plaintiff's discharged debt that had been found by PenFed to be fraudulent. See Exhibit 3 – Bill of Sale.

23. On or about July 24, 2020, Defendant sent a written communication to Plaintiff in connection with a Debt ending in account number 7609.

24. A true and correct copy of the July 24, 2020 communication is attached as Exhibit 1.

25. Plaintiff received the letter at his home in Cook County, Illinois.

26. Pertinent here, Defendant's July 24, 2020 letter contains the language:

Your account has been sold and assigned to our client, UGH 1 LLC. This office has been hired to collect the above balance that you owe our client. This is a demand for payment of your outstanding obligation.

27. The letter ends with the following language:

THIS COMMUNICATION IS FROM A DEBT COLLECTOR. THIS IS AN ATTEMPT TO COLLECT A DEBT, AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

28. Plaintiff advised Defendant that he was a victim of identity theft and Defendant acknowledged this statement on July 31, 2020 via letter and asked Plaintiff to complete an Identity Theft Affidavit. See Exhibit 4.

29. Plaintiff requested a verification of the debt and Defendant acknowledged such request in a letter dated August 3, 2020. Defendant enclosed its verification of the debt and

advised Plaintiff that “our firm may now continue its collection efforts accordingly”. See Exhibit 5.

30. On September 25, 2020, Plaintiff, on behalf of its client UGH 1 LLC, filed a complaint against Plaintiff for the outstanding amount of \$10,303.29 plus costs. See Complaint attached as Exhibit 6.

31. The amount of money Defendant sued Plaintiff for is from the account number ending in 7609. This was the same account that had fraudulent charges discharged by the previous creditor PenFed.

COUNT I: Violation of the Fair Debt Collection Practices Act, 15 U.S.C. § 1692e

32. Plaintiff repeats and re-alleges each and every factual allegation contained in paragraphs 1 – 31.

33. The FDCPA at 15 U.S.C. § 1692e provides “[a] debt collector may not use any false, deceptive or misleading representation or means in collection of any debt.”

34. By stating that Plaintiff had an outstanding debt that it owed to Defendant, despite the fact that this debt was clearly discharged due to a fraud and forgery investigation by the prior creditor, PenFed, Defendant made a false representation that it was owed the payment of a debt allegedly incurred by Plaintiff.

35. Further, Plaintiff advised Defendant that this alleged debt was incurred by fraudulent means and yet the Defendant still went on to file a lawsuit demanding payment of this fraudulent debt less than two months later.

36. As a result, Defendant violated 15 U.S.C. § 1692e by making a false representation in connection with the collection of the Debt.

37. The harm suffered by Plaintiff is particularized in that the violative initial debt collection letter and complaint at issue was sent and served upon him, regarded his personal alleged debt, and failed to give him the statutorily-mandated protections to which he is entitled.

38. And the content of Defendant's July 24, 2020 correspondence and subsequent Complaint created a material risk of harm to Plaintiff's concrete interests that Congress sought to protect in enacting the FDCPA.

39. Specifically when a consumer is told he owes a debt that does not exist, a debt that was obtained by fraudulent charges, that was investigated and found to be debt by fraud and forgery, a debt that was discharged and a debt he was told he did not have to pay back, these are the exact circumstances that the FDCPA is supposed to protect against.

40. Moreover, Defendant violated Plaintiff's right not to be the target of misleading debt communications.

WHEREFORE, Plaintiff respectfully requests relief and judgment as follows:

- A. Adjudging and declaring that Defendant violated 15 U.S.C. § 1692e;
- B. Award statutory, actual and punitive damages and interest as allowed under applicable law, *e.g.*, 15 U.S.C. § 1692k, and 815 ILCS § 505/2;
- C. Award reasonable attorneys' fees and costs as provided by applicable law; and;
- D. Awarding other and further relief as the Court may deem just and proper.

Respectfully Submitted,
Nicholas Dougherty,

By: /s/ Daniel J. Lee
One of its attorneys

Stephen G. Daday/Daniel J. Lee
Klein, Daday, Aretos and O'Donoghue, LLC
1051 W. Perimeter Dr. #300
Schaumburg, IL 60173
847-590-8700

Please Reply To:

P.O. Box 109032 Chicago, IL 60610

P: 877.285.4918

F: 818.888.1260

www.mandarichlaw.com

You may also contact us via email at

INFO@MANDARICHLAW.COM

July 24, 2020

Pay Online: www.PayMLG.com

MANDARICH LAW GROUP, LLP

Attorneys at Law

THIS LAW FIRM EMPLOYS ONE OR
MORE ATTORNEYS ADMITTED TO
PRACTICE IN THE FOLLOWING STATES:

Alaska, California, Colorado,
Connecticut, District of Columbia,
Florida, Georgia, Idaho, Illinois, Iowa,
Kansas, Michigan, Missouri, Nebraska,
Nevada, New York, North Carolina,
Ohio, Oregon, South Carolina,
Virginia, Washington

OF COUNSEL

Thomas M. McGreal (CA, HI)

Crystal Flynn (UT)

NICHOLAS DOUGHERTY
1525 W CLARENDON RD
ARLINGTON HEIGHTS IL 60004

Current Creditor:	UHG I LLC
Our File No.:	[REDACTED]
Original Creditor:	Pentagon Federal Credit Union
Original Creditor Account No.:	XXXXXXXXXXXX7609
Current Balance:	\$10,303.29
Charge Off Date	08/28/2019

Dear NICHOLAS DOUGHERTY,

Your account has been sold and assigned to our client, UHG I LLC. This office has been hired to collect the above balance that you owe our client. This is a demand for payment of your outstanding obligation.

If you choose to do so, you may make a payment online by visiting our website at www.PayMLG.com at your convenience. Please contact our office should you wish to discuss payment arrangements on your account. You can reach us on our toll-free number of 877.285.4918. When contacting our office by phone or letter, please refer to file number 4294952.

Unless you, within thirty days after receipt of this notice, dispute the validity of the debt, or any portion thereof, the debt will be assumed to be valid by us. If you notify us in writing within the thirty-day period that the debt, or any portion thereof, is disputed, we will obtain verification of the debt or a copy of a judgment against you and a copy of such verification or judgment will be mailed to you by us. Upon your written request within the thirty-day period we will provide you with the name and address of the original creditor, if different from the current creditor.

Sincerely,

Mandarich Law Group, LLP

THIS COMMUNICATION IS FROM A DEBT COLLECTOR. THIS IS AN ATTEMPT TO COLLECT A DEBT, AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.



Exhibit

exhibitindex.com #581



August 14, 2019

NICHOLAS DOUGHERTY
1525 W CLARENDON RD
ARLINGTON HEIGHTS, IL 60004
UNITED STATES

PenFed Membership: [REDACTED]
Card ending: XXXXXXXXXXXX7609

Dear NICHOLAS DOUGHERTY:

This letter concerns the Pentagon Federal Credit Union (PenFed) Visa card referenced above.

PenFed Card Fraud Investigations processed your signed affidavit of fraud and forgery. The investigation and case file has been closed in your favor. The card ending 7609 with a balance of \$11,069.74 will not be your responsibility to repay.

Any reporting of this account will be removed from your credit bureaus. Please allow up to 45 days for the corrections to reflect.

Should you have any further questions or concerns, please feel free to contact PenFed Member Services at (800) 247-5626.

Sincerely,

A handwritten signature in blue ink that reads "Perry J. Taylor".

Perry J. Taylor
Card Fraud Investigations
PenFed Credit Union
Toll Free: 1-800-247-5626 ext. 1170
Fraud3@penfed.org



BILL OF SALE

For value received and in further consideration of the mutual covenants and conditions set forth in the Forward Flow Account Purchase Agreement (the "Agreement") dated December 26, 2018 by and between Pentagon Federal Credit Union ("Seller") and UHG I LLC ("Buyer"), Seller hereby transfers, sells, conveys, grants, and delivers to Buyer, its successors and assigns, without recourse except as set forth in the Agreement, to the extent of its ownership, the Accounts as set forth in the Account Schedule attached hereto as Exhibit I delivered by Seller to Buyer on each Closing Date, and as further described in the Agreement.

Lot Number:

Aggregate Unpaid Balance:

Number of Accounts:

DATED: September 30, 2019

SELLER: Pentagon Federal Credit Union

By: *Summet Bhalla*

Name (print): SUMEET BHALLA

Title: CHIEF CREDIT OFFICER

Please Reply To:

P.O. Box 109032

Chicago, IL 60610

P: 877.285.4918

F: 818.888.1260

www.mandarichlaw.com

You may also contact us via email at

INFO@MANDARICHLAW.COM

MANDARICH LAW GROUP, LLP

Attorneys at Law

THIS LAW FIRM EMPLOYS ONE OR
MORE ATTORNEYS ADMITTED TO
PRACTICE IN THE FOLLOWING STATES:

Alaska, California, Colorado,
Connecticut, District of Columbia,
Florida, Georgia, Idaho, Illinois, Iowa,
Kansas, Michigan, Missouri, Nebraska,
Nevada, New York, North Carolina,
Ohio, Oregon, South Carolina,
Virginia, Washington

OF COUNSEL

Thomas M. McGreal (CA, HI)

Crystal Flynn (UT)

July 31, 2020

NICHOLAS DOUGHERTY
1525 W CLARENDON RD
ARLINGTON HEIGHTS IL 60004

Dear NICHOLAS DOUGHERTY:

You have indicated that you may be the victim of identity theft. To assist us in our investigation of your claim, please complete and return the enclosed Identify Theft Affidavit and provide a copy of any police report filed by you alleging that you are the victim of an identity theft crime for the account at issue. Please also provide our office with the following documentation, to the extent such documentation is relevant to your claim of identity theft:

- Copy of your social security card;
- Copy of a valid state identification card or valid driver's license;
- Proof of residency when the account was incurred.

If you have any questions, please contact our office.

This communication is from a debt collector.

Thank you,

Mandarich Law Group, LLP



Exhibit

4

exhibitindex.com #581

Please Reply To:

P.O. Box 109032 Chicago, IL 60610

P: 877.285.4918

F: 818.888.1260

www.mandarichlaw.com

You may also contact us via email at

INFO@MANDARICHLAW.COM

August 3, 2020

MANDARICH LAW GROUP, LLP

Attorneys at Law

THIS LAW FIRM EMPLOYS ONE OR
MORE ATTORNEYS ADMITTED TO
PRACTICE IN THE FOLLOWING STATES:

Alaska, California, Colorado,
Connecticut, District of Columbia,
Florida, Georgia, Idaho, Illinois, Iowa,
Kansas, Michigan, Missouri, Nebraska,
Nevada, New York, North Carolina,
Ohio, Oregon, South Carolina,
Virginia, Washington

OF COUNSEL

Thomas M. McGreal (CA, HI)

Crystal Flynn (UT)

NICHOLAS DOUGHERTY
1525 W CLARENDON RD
ARLINGTON HEIGHTS IL 60004

Current Creditor:

UHG I LLC

Our Account No.:

[REDACTED]

Original Creditor:

Pentagon Federal Credit Union

Original Creditor Account No.:

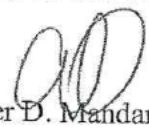
XXXXXXXXXXXX7609

Dear NICHOLAS DOUGHERTY

Please be advised that we are in receipt of your request for verification of the above referenced debt. In accordance with Section 809(b) of the Fair Debt Collection Practices Act and any applicable state statutes, we have enclosed the requested verification of debt.

Please be advised that our firm may now continue its collection efforts accordingly; however, before we initiate legal action we would like to hear from you to resolve this matter. Please contact this office immediately so that we can discuss resolution.

Sincerely,


Christopher D. Mandarich SB 220693

Amber Swearingen-Ojuri SB324653

David C. McGaffey SB315632

Claire Whitlatch SB6325943

**THIS COMMUNICATION IS FROM A DEBT COLLECTOR. THIS IS AN ATTEMPT TO
COLLECT A DEBT, AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.**



Hearing Date: 12/24/2020 1:30 PM - 1:30 PM
Courtroom Number: 0204
Location: District 3 Court
Cook County, IL

FILED
9/25/2020 11:44 AM
DOROTHY BROWN
CIRCUIT CLERK
COOK COUNTY, IL
20203004377

10578251

IN THE CIRCUIT COURT OF COOK COUNTY
THIRD MUNICIPAL DISTRICT

UHG I LLC,
Plaintiff,

Case No. 20203004377

v.

Amount Claimed \$10,303.29
plus Costs

NICHOLAS DOUGHERTY
Defendant,

Complaint
Account Stated

NOW comes Plaintiff, UHG I LLC by and through its counsel, Mandarich Law Group, LLP, and in support of its claim against NICHOLAS DOUGHERTY states as follows:

1. That Plaintiff, UHG I LLC is a foreign LLC registered to conduct business in the State of Illinois.
2. That Defendant NICHOLAS DOUGHERTY is an individual believed to be a resident of Cook County, Illinois at the commencement of this cause and venue is proper in the Circuit Court of Cook County, Illinois.
3. That on or about October 18, 2018, a Credit Card was issued by Pentagon Federal Credit Union. The Credit Card was designated by account number XXXXXXXXXXXXX7609.
4. That Pentagon Federal Credit Union and Defendant engaged in previous transactions of a monetary nature and the existence of accounts embodying said monetary transactions are set forth more fully in copies of the monthly billing statements attached hereto and by reference incorporated herein. Defendant used the credit card to make purchases and/or receive cash advances.
5. That the monthly billing statements are true and accurate, were sent to the Defendant and were retained by the Defendant without objection creating an account stated.

This communication is from a debt collector and is an attempt to collect a debt.



Exhibit

6

FILED DATE: 9/25/2020 11:44 AM 20203004377

6. That Defendant expressly and or impliedly promised to pay for the charges incurred by use of the credit card, and based on this promise, Pentagon Federal Credit Union paid the merchants for the charges incurred by Defendant by his use of the credit card.

7. That Defendant defaulted on his/her obligation to make payments on the Credit Card account having made his last payment on or about January 22, 2019 and the account was subsequently charged off to Profit and Loss by Pentagon Federal Credit Union on or about August 28, 2019.

8. That Plaintiff, UHG I LLC became owner of the charged off account by virtue of a purchase of Defendant's credit card account by Plaintiff from Pentagon Federal Credit Union on or about September 30, 2019 as evidenced by the Bill of Sale attached hereto as Exhibit 2 and by reference incorporated herein.

9. That all credits and payments have been properly applied. Defendant is not entitled to any additional credits or set offs on the account of any kind and the balance set forth herein is currently due and owing.


10. That demand has been made on Defendant to pay the balance due and owing by Plaintiff's counsel and said demand for payment has been refused.

11. This suit is filed within the relevant statute of limitations.

WHEREFORE, Plaintiff, UHG I LLC prays that this Honorable Court enter an Order granting the following relief:

- A. That judgment be entered in favor of Plaintiff, UHG I LLC and against NICHOLAS DOUGHERTY in the amount of \$10,303.29.
- B. That Costs of Suit be awarded Plaintiff.
- C. Any further relief that this Honorable Court deems is fair and equitable.

Attorney No.: 59794
Mandarich Law Group, LLP
P.O. Box 109032, Chicago, IL 60610
877.285.4918
Email: Illinois@mandarichlaw.com


[] Christina Milien
[] Claire Whitlatch
[x] Chase Pekar
[] George Petrilli
Attorneys For Plaintiff

This communication is from a debt collector and is an attempt to collect a debt.

b. The most recent activity on the account prior to or after charge-off, includes:

Charge-off Balance	Charge-off Date	Date of Last Payment*	Amount of Last Payment	Total Amount of Credits and/or Payments Since Charge-off Date**
\$10,303.29	08/28/2019	January 22, 2019	\$5,000.00	\$0.00

*Last payment on the account, pre- or post-charge-off.

**Credits or payments made within 30 days of the signing of this affidavit may not be reflected.

c. For a revolving credit account, Plaintiff further certifies that it has in its possession and can produce on request the most recent monthly statement recording a purchase, transaction, last payment, or balance transfer.

2. PROOF OF OWNERSHIP OR RIGHT TO SUE FOR DEBT BUYERS

Complete the table and list the prior owners or creditors since the charge-off date. Start with the first assignment through the current creditor or owner of the consumer debt. List in chronological order, beginning with the first assignment:

From (Name):	To (Name):	Date of Assignment: (On or About)
Pentagon Federal Credit Union	UIIG I LLC	9/30/2019

☐ Does not apply – Plaintiff is the charge-off creditor.

3. ADDITIONAL ACCOUNT INFORMATION AFTER CHARGE-OFF

Plaintiff is seeking additional amounts after the charge-off date:

☒ No*

☐ Yes.

- ☐ Total amount of interest accrued: \$ _____;
- ☐ Total amount of non-interest charges or fees accrued \$ _____;
- ☐ Plaintiff is seeking attorney's fees in the amount of \$ _____.

Balance due and owing as of the date of affidavit: \$10,303.29.

*Costs prayed for in the Complaint will not be reflected.

Under penalties as provided by law under section 1-109 of the Code of Civil procedure, the undersigned certifies that the statements set forth in this instrument are true and correct, except as to matters therein stated to be on information and belief and as to such matters undersigned certifies as aforesaid that[s]he verily believes the same to be true.

Jay Carlton

Name of Affiant

[Signature]

Signature of Affiant

8/12/20

Date

3945472



FILED DATE: 9/25/2020 11:44 AM 20203004377

08/2019

NICHOLAS DOUGHERTY
4100 W 49TH ST
CHICAGO IL 60632

[illegible]

[Illegible text]

FILED DATE: 9/25/2020 11:44 AM 20203004377

**This Page Intentionally
Left Blank**

PRINT YOUR NEW ADDRESS, TELEPHONE OR EMAIL BELOW TO UPDATE YOUR CREDIT CARD STATEMENT

TO UPDATE THE ADDRESS, TELEPHONE OR E-MAIL ON YOUR PENFED MEMBERSHIP ACCOUNT
PLEASE CONTACT 1-800-247-5620 OR LOG ONTO PENFED.ORG

Name			
Street Address			
City, State, Zip Code			
Home Phone	()	Business Phone	()
E-mail			

6486

JAH

1

3

24

190828 0

Z X PAGE 2 of 2

1 0

5732

2000

VISA

01AJ6486

Cardholder Name
NICHOLAS DOUGHERTY

Account Number
XXXX-XXXX-XXXX-7609



Page 2 of 2

Transactions (continued)				
Post Date	Trans Date	Reference	Description	Amount
TOTAL INTEREST FOR THIS PERIOD				\$0.00
2019 Totals Year-to-Date				
Total fees charged in 2019			\$50.95	
Total interest charged in 2019			\$358.07	

Interest Charge Calculation					
Your Annual Percentage Rate (APR) is the annual interest rate on your account.					
Type of Balance	Balance Transfer/ Promotion Expiration Date	APR %	Balance Subject To Interest Rate	Interest Charge	Remaining Balance
Purchases		17.99%	\$0.00	\$0.00	\$10,303.29
Cash Advances		17.99%	\$0.00	\$0.00	\$0.00
Days in Billing Cycle: 30					
See reverse side of page 1 for explanation of interest charge calculation. If on the billing cycle closing date shown above you have no previous balance for either purchases, cash advances, or balance transfers after we apply payments and credits made during the billing cycle and if you pay the new balance shown above in full within 25 days of the billing cycle closing date (that is on or before the payment due date), you will not have to pay a INTEREST CHARGE on the new purchases shown above. However, cash advances and balance transfers continue to accrue interest charges until paid in full.					

EARN 5 POINTS PER DOLLAR SPENT ON GAS PURCHASES PAID AT THE PUMP, 3 POINTS PER DOLLAR SPENT ON SUPERMARKET PURCHASES, AND 1 POINT PER DOLLAR SPENT ON ALL OTHER PURCHASES WHEN YOU USE YOUR CARD.

FOR YOUR MOST UP-TO-DATE POINT BALANCE AND TO BROWSE AVAILABLE REWARDS, PLEASE LOG ON TO YOUR ACCOUNT OR REGISTER FOR ACCOUNT ACCESS AT PENFED.ORG

FILED DATE: 9/25/2020 11:44 AM 20200004377

NICHOLAS DOUGHERTY
4100 W 49TH ST
CHICAGO IL 60632

FILED DATE: 9/25/2020 11:44 AM 20203004377

**This Page Intentionally
Left Blank**

PRINT YOUR NEW ADDRESS, TELEPHONE OR EMAIL BELOW TO UPDATE YOUR CREDIT CARD STATEMENT

TO UPDATE THE ADDRESS, TELEPHONE OR E-MAIL ON YOUR PENFED MEMBERSHIP ACCOUNT
PLEASE CONTACT 1-800-247-5626 OR LOG ONTO PENFED.ORG

Name			
Street Address			
City, State, Zip Code			
Home Phone	()	Business Phone	()
E-mail			

5486

JAH

1

7 24

190124 0

PAGE 2 of 2

10 5752

2020

VSA6

01AJ8486

Cardholder Name
NICHOLAS DOUGHERTY

Account Number
XXXX-XXXX-XXXX-7609



Page 2 of 2

Transactions (continued)

Post Date	Trans Date	Reference	Description	Amount
12/26	12/25	2449215PPRVGKMYF3	SQC'EUNSIL HAM 415-375-3176 CA	\$429.51
12/26	12/25	2449398PPHHQSLADF	VENMO 855-812-4430 NY	\$671.50
12/26	12/25	2449398PPHHQ9GR73	VENMO 855-812-4430 NY	\$379.04
12/26	12/25	2449398PPHHQ9G7NK	VENMO 855-812-4430 NY	\$664.35
12/27	12/26	2449398PRHHDAEM9M	VENMO 855-812-4430 NY	\$489.25
12/27	12/26	2449398PRHHDAQJ2G	VENMO 855-812-4430 NY	\$683.92
01/03	01/03	74306790300XSM0LX	CR. CARD PAYMENT ALEXANDRIA VA	\$5,000.00-
01/03	01/03	F57520007000Z3007	ADJUSTMENT-PAYMENTS	\$5,000.00
01/04	01/04	74306790400XSMAD3	CR. CARD PAYMENT ALEXANDRIA VA	\$5,000.00-
01/04	01/04	F5752000A000Z3099	ADJUSTMENT-PAYMENTS	\$5,000.00
01/22	01/22	74306790N00XSS57	CR. CARD PAYMENT ALEXANDRIA VA	\$5,000.00-
			Fees	
12/31	12/31	F575200PX000Z3AUT	RETURN PAYMENT FEE	\$25.00
			TOTAL FEES FOR THIS PERIOD	\$25.00
			Interest Charges	
01/24	01/24		Interest Charge on Purchases	\$72.27
01/24	01/24		Interest Charge on Cash Advances	\$0.00
			TOTAL INTEREST FOR THIS PERIOD	\$72.27
2019 Totals Year-to-Date				
Total fees charged in 2019				\$25.00
Total interest charged in 2019				\$72.27

Interest Charge Calculation

Your Annual Percentage Rate (APR) is the annual interest rate on your account.

Type of Balance	Balance Transfer/ Promotion Expiration Date	APR %	Balance Subject To Interest Rate	Interest Charge	Remaining Balance
Purchases		17.99% (V)	\$4,821.48	\$72.27	\$5,095.44
Cash Advances		17.99% (V)	\$0.00	\$0.00	\$0.00

Days in Billing Cycle: 31

(V) = Variable Rate

See reverse side of page 1 for explanation of Interest Charge calculation. If on the billing cycle closing date shown above you have no previous balance for either purchases, cash advances, or balance transfers after we apply payments and credits made during the billing cycle and if you pay the new balance shown above in full within 25 days of the billing cycle closing date (that is on or before the payment due date), you will not have to pay a INTEREST CHARGE on the new purchases shown above. However, cash advances and balance transfers continue to accrue interest charges until paid in full.

EARN 5 POINTS PER DOLLAR SPENT ON GAS PURCHASES PAID AT THE PUMP, 3 POINTS PER DOLLAR SPENT ON SUPERMARKET PURCHASES, AND 1 POINT PER DOLLAR SPENT ON ALL OTHER PURCHASES WHEN YOU USE YOUR CARD.

FOR YOUR MOST UP-TO-DATE POINT BALANCE AND TO BROWSE AVAILABLE REWARDS, PLEASE LOG ON TO YOUR ACCOUNT OR REGISTER FOR ACCOUNT ACCESS AT PENFED.ORG

FILED DATE: 9/25/2020 11:44 AM 20203004377

BILL OF SALE

For value received and in further consideration of the mutual covenants and conditions set forth in the Forward Flow Account Purchase Agreement (the "Agreement") dated December 26, 2018 by and between Pentagon Federal Credit Union ("Seller") and UHG LLC ("Buyer"), Seller hereby transfers, sells, conveys, grants, and delivers to Buyer, its successors and assigns, without recourse except as set forth in the Agreement, to the extent of its ownership, the Accounts as set forth in the Account Schedule attached hereto as Exhibit I delivered by Seller to Buyer on each Closing Date, and as further described in the Agreement.

Lot Number:

Aggregate Unpaid Balance:

Number of Accounts:

DATED: September 30, 2019



SELLER: Pentagon Federal Credit Union

By: Ammitaella

Name (print): SUMEET BHALLA

Title: CHIEF CREDIT OFFICER